

In re:
Eric L Powell, Sr.
Debtor(s)

Case No. 20-11347-amc
Chapter 13

District/off: 0313-2
Date Rcvd: Dec 28, 2020

User: Adminstra
Form ID: pdf900

Page 1 of 2
Total Noticed: 3

The following symbols are used throughout this certificate:

Symbol Definition

+ Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 30, 2020:

Recip ID	Recipient Name and Address
db	+ Eric L Powell, Sr., 6160 Locust St, Philadelphia, PA 19139-3736

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	Email/Text: bnc@atlasacq.com	Dec 29 2020 03:38:00	Atlas Acquisitions LLC, 294 Union St., Hackensack, NJ 07601
cr	Email/Text: ebnnotifications@creditacceptance.com	Dec 29 2020 03:37:00	Credit Acceptance Corporation, 25505 West Twelve Mile Road, Southfield, MI 48034

TOTAL: 2

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 30, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 28, 2020 at the address(es) listed below:

Name	Email Address
JEANNE MARIE CELLA	on behalf of Debtor Eric L Powell Sr. paralegal@lawjmc.com, pennduke@gmail.com

MARIO J. HANYON	on behalf of Creditor FREEDOM MORTGAGE CORPORATION mario.hanyon@brockandscott.com wbecf@brockandscott.com
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REBECCA ANN SOLARZ

on behalf of Creditor FREEDOM MORTGAGE CORPORATION bkgroup@kmllawgroup.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

WILLIAM C. MILLER, Esq.

ecfemails@ph13trustee.com philaecf@gmail.com

WILLIAM EDWARD CRAIG

on behalf of Creditor Credit Acceptance Corporation ecfmail@mortoncraig.com
mhazlett@mortoncraig.com;mortoncraigecf@gmail.com

TOTAL: 6

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Eric L. Powell Sr.	<u>Debtor(s)</u>	CHAPTER 13
FREEDOM MORTGAGE CORPORATION	<u>Movant</u>	
vs.		NO. 20-11347 AMC
Eric L. Powell Sr.	<u>Debtor(s)</u>	
William C. Miller Esq.	<u>Trustee</u>	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$4,886.40**, which breaks down as follows;

Post-Petition Payments:	June 2020 through November 2020 at \$796.15
	December 2020 at \$801.07
Suspense Balance:	\$691.57
Total Post-Petition Arrears	\$4,886.40

2. The Debtor(s) shall cure said arrearages in the following manner:
 - a) Within seven (7) days of the filing of this Stipulation, Debtor(s) shall tender a down payment of **\$1,000.00**.
 - b) Beginning on January 1, 2021 and continuing bi-weekly through February 26, 2021, Debtor(s) shall pay an installment payment in the amount of \$800.00 for the first four payments and a final installment payment on or before February 26, 2021 in the amount of \$686.40 for a total amount of \$3,886.40, representing the remaining post-petition arrears listed above.

c) Beginning on January 1, 2021 and continuing thereafter, Debtor shall make the regular monthly payment of \$801.07 (or as adjusted pursuant to the terms of the loan documents) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month) at the address below:

Freedom Mortgage Corporation
10500 Kincaid Blvd.
Fishers, IN 46037-9764

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order⁷ granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: 12/14/2020

/s/Rebecca A. Solarz, Esq.
Rebecca A. Solarz, Esq.
Attorney for Movant

Date: 12/22/20

Jeanne Marie Cella, Esq.
Jeanne Marie Cella Esq.
Attorney for Debtor(s)

Date: 12/23/2020

/s/ Jack Miller, Esquire, for
William C. Miller Esq.
Chapter 13 Trustee

Approved by the Court this _____ day of _____, 2020. However, the court retains discretion regarding entry of any further order.

Date: December 28, 2020



Bankruptcy Judge
Ashely M. Chan